

SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS(15 CFR 700) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. 52-PAPT-1-01016	4. TYPE OF SOLICITATION [X] NEGOTIATED (RFP)
5. DATE ISSUED 05\17\2001	6. REQUISITION/PURCHASE REQ. NO.	
7. ISSUED BY CODE U.S. Patent and Trademark Office Office of Procurement - Box 6 Crystal Park Building 1 - Rm. 810 Washington, D.C. 20231	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations, "offer" & "offeror" mean "bid" & "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Crystal Park 1, Room 810, until 3:00 p.m. (EST) on 06/20/2001. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME: Dora Sanders
B. TELEPHONE NO.: (703) 305-8465 (No Collect Calls)
C. E-MAIL ADDRESS: dora.sanders@uspto.gov FAX NUMBER: (703) 305-8294

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AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV-9-97)
FAR(48 CFR) 53.214(c)

SOLICITATION, OFFER AND AWARD

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 Calendar days ____% 20 Calendar days ____% 30 Calendar days ____% ____ Calendar days ____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE
--------------	------	--------------	------

15A. NAME AND ADDRESS OF OFFEROR
 Code: Facility:

16. NAME AND TITLE OF PERSON
 AUTHORIZED TO SIGN OFFER

(Type or Print)

15B. TELEPHONE NO. (Include Area Code) _____

15C. ☐ CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE--ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE:

18. OFFER DATE:

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS IN : (4 Copies)

24. ADMINISTERED BY CODE

25. PAYMENT WILL BE MADE BY CODE
 U.S. Patent and Trademark Office
 Office of Finance - Box 17
 Crystal Park Building 1 - Rm. 802B
 Washington, D. C. 20231

26. NAME OF CONTRACTING OFFICER

27. UNITED STATES OF AMERICA

28. AWARD DATE

(Type or Print)

(Signature Contracting Officer)

IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

- PRICING SCHEDULE -				
BASE PERIOD		SEPTEMBER 1, 2001 – AUGUST 31, 2002		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR FOREIGN LANGUAGE INTO ENGLISH				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE	CLIN	RUSH	STANDARD	ECONOMY
Arabic	0001			
Byeloruss	0002			
Bulgarian	0003			
Chinese	0004			
Croatian	0005			
Czech	0006			
Danish	0007			
Dutch	0008			
Estonian	0009			
French	0010			
German	0011			
Greek	0012			
Hebrew	0013			
Hungarian	0014			
Italian	0015			
Japanese	0016			
Korean	0017			
Latvian	0018			
Lithuanian	0019			
Norwegian	0020			
Polish	0021			
Portuguese	0022			
Romanian	0023			
Russian	0024			
Serbian	0025			
Slovak	0026			
Slovene	0027			
Spanish	0028			
Swedish	0029			
Turkish	0030			
Ukrainian	0031			
Finnish	0032			
OTHER LANGUAGES (please specify)				
	0033			
	0034			
	0035			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 1		SEPTEMBER 1, 2002 – AUGUST 31, 2003		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR FOREIGN LANGUAGE INTO ENGLISH				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	1001			
Byeloruss	1002			
Bulgarian	1003			
Chinese	1004			
Croatian	1005			
Czech	1006			
Danish	1007			
Dutch	1008			
Estonian	1009			
French	1010			
German	1011			
Greek	1012			
Hebrew	1013			
Hungarian	1014			
Italian	1015			
Japanese	1016			
Korean	1017			
Latvian	1018			
Lithuanian	1019			
Norwegian	1020			
Polish	1021			
Portuguese	1022			
Romanian	1023			
Russian	1024			
Serbian	1025			
Slovak	1026			
Slovene	1027			
Spanish	1028			
Swedish	1029			
Turkish	1030			
Ukrainian	1031			
Finnish	1032			
OTHER LANGUAGES (please specify)				
	1033			
	1034			
	1035			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -			
OPTION YEAR 2		SEPTEMBER 1, 2003 – AUGUST 31, 2004	
OFFEROR			
NOTE: THIS SCHEDULE IS FOR FOREIGN LANGUAGE INTO ENGLISH			
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE			
LANGUAGE	CLIN	RUSH	STANDARD
		ECONOMY	
Arabic	2001		
Byeloruss	2002		
Bulgarian	2003		
Chinese	2004		
Croatian	2005		
Czech	2006		
Danish	2007		
Dutch	2008		
Estonian	2009		
French	2010		
German	2011		
Greek	2012		
Hebrew	2013		
Hungarian	2014		
Italian	2 015		
Japanese	2016		
Korean	2017		
Latvian	2018		
Lithuanian	2019		
Norwegian	2020		
Polish	2021		
Portuguese	2022		
Romanian	2023		
Russian	2024		
Serbian	2025		
Slovak	2026		
Slovene	2027		
Spanish	2028		
Swedish	2029		
Turkish	2030		
Ukrainian	2031		
Finnish	2032		
OTHER LANGUAGES (please specify)			
	2033		
	2034		
	2035		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -			
OPTION YEAR 3		SEPTEMBER 1, 2004 – AUGUST 31, 2005	
OFFEROR			
NOTE: THIS SCHEDULE IS FOR FOREIGN LANGUAGE INTO ENGLISH			
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE			
LANGUAGE	CLIN	RUSH	STANDARD
		ECONOMY	
Arabic	3001		
Byeloruss	3002		
Bulgarian	3003		
Chinese	3004		
Croatian	3005		
Czech	3006		
Danish	3007		
Dutch	3008		
Estonian	3009		
French	3010		
German	3011		
Greek	3012		
Hebrew	3013		
Hungarian	3014		
Italian	3015		
Japanese	3016		
Korean	3017		
Latvian	3018		
Lithuanian	3019		
Norwegian	3020		
Polish	3021		
Portuguese	3022		
Romanian	3023		
Russian	3024		
Serbian	3025		
Slovak	3026		
Slovene	3027		
Spanish	3028		
Swedish	3029		
Turkish	3030		
Ukrainian	3031		
Finnish	3032		
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 4		SEPTEMBER 1, 2005 – AUGUST 31, 2006		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR FOREIGN LANGUAGE INTO ENGLISH				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	4001			
Byeloruss	4002			
Bulgarian	4003			
Chinese	4004			
Croatian	4005			
Czech	4006			
Danish	4007			
Dutch	4008			
Estonian	4009			
French	4010			
German	4011			
Greek	4012			
Hebrew	4013			
Hungarian	4014			
Italian	4015			
Japanese	4016			
Korean	4017			
Latvian	4018			
Lithuanian	4019			
Norwegian	4020			
Polish	4021			
Portuguese	4022			
Romanian	4023			
Russian	4024			
Serbian	4025			
Slovak	4026			
Slovene	4027			
Spanish	4028			
Swedish	4029			
Turkish	4030			
Ukrainian	4031			
Finnish	4032			
OTHER LANGUAGES (please specify)				
	4033			
	4034			
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -			
BASE PERIOD		SEPTEMBER 1, 2001 – AUGUST 31, 2002	
OFFEROR			
NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE			
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE			
LANGUAGE	CLIN	RUSH	STANDARD
Arabic	0001		
Byeloruss	0002		
Bulgarian	0003		
Chinese	0004		
Croatian	0005		
Czech	0006		
Danish	0007		
Dutch	0008		
Estonian	0009		
French	0010		
German	0011		
Greek	0012		
Hebrew	0013		
Hungarian	0014		
Italian	0015		
Japanese	0016		
Korean	0017		
Latvian	0018		
Lithuanian	0019		
Norwegian	0020		
Polish	0021		
Portuguese	0022		
Romanian	0023		
Russian	0024		
Serbian	0025		
Slovak	0026		
Slovene	0027		
Spanish	0028		
Swedish	0029		
Turkish	0030		
Ukrainian	0031		
Finnish	0032		
OTHER LANGUAGES (please specify)			
	0033		
	0034		
	0035		

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 1		SEPTEMBER 1, 2002 – AUGUST 31, 2003		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	1001			
Byeloruss	1002			
Bulgarian	1003			
Chinese	1004			
Croatian	1005			
Czech	1006			
Danish	1007			
Dutch	1008			
Estonian	1009			
French	1010			
German	1011			
Greek	1012			
Hebrew	1013			
Hungarian	1014			
Italian	1015			
Japanese	1016			
Korean	1017			
Latvian	1018			
Lithuanian	1019			
Norwegian	1020			
Polish	1021			
Portuguese	1022			
Romanian	1023			
Russian	1024			
Serbian	1025			
Slovak	1026			
Slovene	1027			
Spanish	1028			
Swedish	1029			
Turkish	1030			
Ukrainian	1031			
Finnish	1032			
OTHER LANGUAGES (please specify)				
	1033			
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 2		SEPTEMBER 1, 2003 – AUGUST 31, 2004		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	2 001			
Byeloruss	2002			
Bulgarian	2003			
Chinese	2004			
Croatian	2005			
Czech	2006			
Danish	2007			
Dutch	2008			
Estonian	2009			
French	2010			
German	2 011			
Greek	2012			
Hebrew	2013			
Hungarian	2014			
Italian	2 015			
Japanese	2016			
Korean	2017			
Latvian	2018			
Lithuanian	2019			
Norwegian	2020			
Polish	2021			
Portuguese	2022			
Romanian	2023			
Russian	2024			
Serbian	2025			
Slovak	2026			
Slovene	2027			
Spanish	2028			
Swedish	2029			
Turkish	2030			
Ukrainian	2031			
Finnish	2032			
OTHER LANGUAGES (please specify)				
	2033			
	2034			
	2035			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 3		SEPTEMBER 1, 2004 – AUGUST 31, 2005		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	3001			
Byeloruss	3002			
Bulgarian	3003			
Chinese	3004			
Croatian	3005			
Czech	3006			
Danish	3007			
Dutch	3008			
Estonian	3009			
French	3010			
German	3011			
Greek	3012			
Hebrew	3013			
Hungarian	3014			
Italian	3015			
Japanese	3016			
Korean	3017			
Latvian	3018			
Lithuanian	3019			
Norwegian	3020			
Polish	3021			
Portuguese	3022			
Romanian	3023			
Russian	3024			
Serbian	3025			
Slovak	3026			
Slovene	3027			
Spanish	3028			
Swedish	3029			
Turkish	3030			
Ukrainian	3031			
Finnish	3032			
OTHER LANGUAGES (please specify)				
	3033			
	3034			
	3035			

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

- PRICING SCHEDULE -				
OPTION YEAR 4		SEPTEMBER 1, 2005 – AUGUST 31, 2006		
OFFEROR				
NOTE: THIS SCHEDULE IS FOR ENGLISH INTO FOREIGN LANGUAGE				
TRANSLATION OF 1000 WORDS BY DELIVERY TYPE				
LANGUAGE CLIN		RUSH	STANDARD	ECONOMY
Arabic	4001			
Byeloruss	4002			
Bulgarian	4003			
Chinese	4004			
Croatian	4005			
Czech	4006			
Danish	4007			
Dutch	4008			
Estonian	4009			
French	4010			
German	4011			
Greek	4012			
Hebrew	4013			
Hungarian	4014			
Italian	4015			
Japanese	4016			
Korean	4017			
Latvian	4018			
Lithuanian	4019			
Norwegian	4020			
Polish	4021			
Portuguese	4022			
Romanian	4023			
Russian	4024			
Serbian	4 025			
Slovak	4026			
Slovene	4027			
Spanish	4028			
Swedish	4029			
Turkish	4030			
Ukrainian	4031			
Finnish	4032			
OTHER LANGUAGES (please specify)				
	4033			
	4034			
	4035			

B.1 CONTRACT TYPE (MAR 2000)

This is a multiple-awards, requirements type for a base year with four (4) options type contract for Services. It consists of a base period from 09/01/2001 to 8/31/2002 and (4) one-year options.

B.2 TRANSLATION SERVICES - The services to be furnished under the proposed contract(s) will consist of translating technical and non-technical material for the U.S. Patent and Trademark Office. While most of these translations will be from foreign languages into English, translations from English into a foreign language will occasionally be required.

B.3 PRICING SCHEDULE - The following pricing schedules are to be filled out for every CLIN by the offeror. Note that the Pricing Schedules on pages 5 through 9 are for translation into English, and that the Pricing Schedules on pages 10 through 14 are for translation from English into the foreign language. (The U.S. Patent and Trademark Office reserves the right to request prices for unusual languages not included on the usual pricing schedules).

B.3.1 QUOTATION OF PRICES - In the attached price sheets, all prices filled in for the base period as well as for all option years must be quoted in whole dollars rounded off to two (2) decimal points and complete. A percentage increase or decrease, for example, for the option years, is not acceptable. Separate, scaled prices are required for each delivery class CLIN in each year; no two delivery classes may have the same rate.

B.3.2 UNIT PRICES - Prices must include all costs for the production and delivery of translations and be complete. For example, all photocopying, shipping to and from the U.S. Patent and Trademark Officer (hereinafter USPTO), facsimile and electronic transmission costs are to be reflected in the unit prices quoted.

B.4 WORK LOAD ESTIMATEATES - The language mix and the flow rates fluctuate in the work load of the Translations Branch. Overall, the bulk of the work to be translated into English is Japanese, followed by German and then French and Russian. The average workload in number of words over the last three fiscal years (i.e., FY98, 99, and 2000) was approximately 19,230,765. Approximately 70% of this was Japanese, with the remainder consisting of German, French, Russian and other languages. It is anticipated that there will be a 10-15% increase per year in the above average. The USPTO reserves the right to adjust the language mix and flow rate as needed.

B.4.1 AVERAGE WORK LOAD FOR FY 98, 99 AND 2000 - During the last three fiscal years (i.e., FY 98, 99 and 2000) the Translations Branch received requests for the translation of the following languages. The number of words per language represent an average per year based on the last three fiscal years.

Chinese, Croatian, Czech, Danish, Dutch, English, Finnish, Hungarian, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Romanian, Russian, Spanish, Swedish, Turkish.

B.4.2. ESTIMATED WORK LOAD FOR FIVE CONTRACT YEARS

The following figures (in words per year rounded to the nearest hundred) show the estimated work load for the Base Period (average of FY 98, 99 and 2000) and the four (4) option years proposed for the contract. An average annual increase of 12% has been used to calculate the estimates for options years 1 through 4. These estimates are based on the actual workload set forth in B.4 above. This list does not include all languages that will need to be translated.

LANGUAGE	BASE PERIOD	OPTION YEAR 1	OPTION YEAR 2	OPTION YEAR 3	OPTION YEAR 4
Chinese	101,084	113,214	126,800	142,016	159,058
Croatian	1,525	1,708	1,913	2,143	2,400
Czech	15,270	17,102	19,155	21,453	24,028
Danish	6,623	7,418	8,308	9,305	10,421
Dutch	43,635	48,871	54,736	61,304	68,661
Finnish	3,858	4,321	4,839	5,420	6,071
French	1,190,335	1,333,175	1,493,156	1,672,335	1,873,015
German	2,914,400	3,264,128	3,655,823	4,094,522	4,585,865
Hungarian	11,189	12,532	14,035	15,720	17,606
Italian	46,339	51,900	58,128	65,103	72,915
Japanese	14,478,269	16,215,661	18,161,541	20,340,926	22,781,837
Korean	48,492	54,311	60,828	68,128	76,303
Norwegian	3,455	3,870	4,334	4,854	5,437
Polish	16,204	18,148	20,326	22,765	25,497
Portuguese	20,911	23,420	26,231	29,378	32,904
Romanian	5,816	6,514	7,296	8,171	9,152
Russian	207,092	231,943	259,776	290,949	325,863
Spanish	94,178	105,479	118,137	132,313	148,191
Swedish	22,090	24,741	27,710	31,035	34,759
					0
TOTAL	19,230,765	21,538,457	24,123,072	27,017,840	30,259,981

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work.

C.2 BACKGROUND

The Government has a requirement to provide translations of patent and non-patent literature from various foreign languages into English and, occasionally, from English into foreign languages. These translations are used by patent examiners in their examination of patent applications, by the Board of Patent Appeals and Interferences in its adjudication of patent appeal and interference cases, and by other staff of the PTO for various purposes, including legal support.

As the written translations frequently serve as documentation in PTO actions, clarity and accuracy are essential. The translated documents must be supplied in a timely fashion to accommodate the prosecution schedules of the users. Paper file copies must be of sufficient quality to permit long-term storage, if necessary, and electronic copies must be properly formatted to permit proper filing and availability to both PTO employees and the public.

C.3 SCOPE

The scope of this contract is to provide the Government with accurate, high-quality translations of 1) patent literature (patents, utility models, published patent applications, abstracts, etc.) and 2) non-patent literature (scientific and technical articles, legal documents, reports, letters, etc.). The material to be translated is primarily scientific and technical, can relate to any field, and is frequently difficult linguistically and in content. A Partial translation of any given document may also be requested. The PTO reserves the right to issue task orders that may vary somewhat from usual ordering procedures, e.g., some documents may be "batched" (see F.3.2.) or submitted for review. Also, there is a separate requirement for machine-translations, which is not the same as this requirement.

C.4 REQUIREMENTS

The Contractor shall provide the items specified below:

C.4.1 High-quality translations of patent and non-patent documents from any foreign language into standard American English. The text to be translated may encompass an entire document, only designated portions of a document, or portions of several documents in the same language bundled together. Items deliverable are as follows:

C.4.1.1 One (1) electronic copy of each translation (as an MSWord file or other file format agreed upon with the USPTO) e-mailed directly to the Translations Branch and/or other designated USPTO e-mail address.

C.4.1.2 If requested by the USPTO, one (1) copy of each translation on a magnetic medium (3 1/2" disk).

C.4.2 High-quality translations of patent and non-patent documents from English into any given foreign language in the following forms:

C.4.2.1 One (1) electronic copy of each translation (as an MSWord file or other file format agreed upon with the USPTO) e-mailed directly to the Translations Branch and/or other designated USPTO e-mail address.

C.4.2.2 If requested by the USPTO, one (1) copy of each translation on a magnetic medium (3 1/2" disk).

C.4.2.3 Specifications of all the above requirements(C.4)are listed in Section J.

C.5 QUALITY STANDARDS

The translations shall accurately reflect the contents of the foreign language original, with no distortions or omissions. The technical vocabulary used in the translation shall be appropriate within the parameters of usage for the given field and shall be consistent within the given document. The English of the translation shall be syntactically correct, idiomatic, and comprehensible to the user-specialist.

C.5.1 TRANSLATOR QUALIFICATIONS:

The Contractor will provide evidence that the individuals used as translators are linguistically and technically competent, either through education or experience, or a combination of the two. The Contractor is required to name key personnel for this contract, to give evidence of their qualifications, and to indicate how much time the translators will dedicate to this project. Statements of intent from the translators must also be provided, showing each translator's consent to accept employment from the Contractor. The work of individual translators must be identified by name, initials, or numbers for the term of the contract. The PTO shall be notified of the qualifications of new translators the Contractor hires to perform PTO work. The Contractor shall also inform the PTO when translators who have been translating PTO documents cease working for the Contractor. (See Section H, Key Personnel.)

C.5.2 EDITING

The Contractor will exercise editorial control of the translations with regard to both technical accuracy and stylistic acceptability. Work that has clearly not been edited and/or is judged by the PTO to be deficient will be rejected and the PTO will not pay for such translations. (See Section E. Inspection.)

C.6 WORD COUNT COMPUTATION

The Translations Branch will use word processing software to determine the number of words in a document to be translated. Whenever possible, each document will be scanned at the Translations Branch and converted into both an MSWord file and a PDF file. The MSWord word count computation feature will be used to count the number of words in the document. For all languages other than Japanese, Chinese and Korean, the MSWord word count will be used as is. In the case of Japanese and Chinese, the total word count (i.e., character count) will be divided by 2, and by 2.5 in the case of Korean, in order to determine the actual estimated number of words to be translated.

Whenever the scanning of a particular document is not possible and/or the computation of the word count using word processing software, the Translations Branch shall reserve the right to use an alternate word counting method. The method used shall be the stroke counting method outlined under Paragraph 1 in Section J, Attachment 3 to determine the number of words in a document to be translated. If differences of opinion arise over the word count, the Contractor will tally the words using the word counting method described under Paragraph 2 in Section J, writing a total for each page. The word count will then be verified by the Translations Branch. If the discrepancy cannot be resolved in this manner, the Contracting Officer will decide the matter.

C.7 TELEFACSIMILE (FAX) TRANSMISSIONS

The Contractor must own and operate telefacsimile transmission equipment. The equipment must be compatible with that used by the Translations Branch (a group 3 or 4 machine that uses laser technology and is activated automatically).

C.7.1 A cover sheet will precede each document to be transmitted via FAX. It will include the date, the name of the receiver, the receiver's FAX or office phone number, the name of the sender, the sender's FAX and office phone numbers, the PTO number of the document to be translated, and the number of pages being transmitted (the cover sheet shall be considered page 1). (See Attachment 5, 1.)

C.7.2 The Contractor shall use those telephone numbers specified by the Government.

C.7.3 The Contractor shall examine carefully any documents received via FAX transmission to determine whether any pages are missing or have not been transmitted legibly. Should such a problem occur, the Contractor will notify the PTO Translations Branch immediately via FAX or telephone.

C.7.4 Restriction on FAX transmissions: Only documents sent to the Contractor via FAX may be returned to the PTO via FAX. If a given document has not been faxed to the Contractor, the Contractor may not fax back the translation simply to avoid having a late return. The PTO, however, reserves the right to request that any translation be faxed to the PTO.

C.8 DELIVERY SERVICES

The Contractor will provide a delivery means which reliably ensures that the completed translations are returned to the Translations Branch of the PTO in accordance with the delivery schedules outlined in Section F.

C.8.1 The Contractor shall normally transmit all completed translations via e-mail, to a designated USPTO e-mail address. Under unusual circumstances, when this is not possible for whatever reason, the Contractor, in agreement with the USPTO, may use any service providing same day or overnight delivery, whether that be commercial carriers, private messengers, or hand delivery by the Contractor.

C.8.2 The alternate delivery service employed by the Contractor (referred to in paragraph C.8.1 above) will be instructed to pick up deliveries from and return deliveries to the following address and only to this address; should the translations Branch move, the Contractor will be informed of the new address immediately:

Chief
Translations Branch
Scientific and Technical Information Center
U.S. Patent and Trademark Office
Crystal Plaza 3/4, Rm. 2C15
2021 South Clark Place
Arlington, VA 22202

C. 9 REDUCTION OF PARALLEL TRANSLATION EFFORT

The Contractor shall immediately notify the COTR if a newly assigned item has already been assigned to or translated by the Contractor.

C. 10 DOCUMENT CONTROL

The Contractor will maintain a tracking system for all orders issued under this contract by the PTO. Upon inquiry from the COTR, the Contractor must be prepared to give the status in the translation process of any document sent to the Contractor for translation.

C.11 PROHIBITION AGAINST SALES

Nothing provided by the Government or produced under this contract is to be sold, offered for sale, given, exchanged, or otherwise released by the Contractor to any source other than the U.S. Patent and Trademark Office.

SECTION D - PACKAGING AND MARKING**D.1 PACKING OF PAPER AND DISK COPIES**

When applicable, both paper and disk copies of translations shall be packed in such a manner as to ensure that the materials are shipped without damage in transit and arrive at their destination in a condition suitable for use.

D.2 ADDRESSING

When applicable, the materials of the requirements shall be marked and labeled to arrive at the Translations Branch of the U.S. Patent and Trademark Office and not at any other department or division of that Office. The following address is to be used on labels:

Chief
Translations Branch
Scientific and Technical Information Center
U.S. Patent and Trademark Office
Crystal Plaza 3/4, Rm. 2C15
2021 South Clark Place
Arlington, VA 22202

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

E.2 INSPECTION

The COTR or his/her duly authorized representative will inspect the translations supplied under this Contract. The translations will be checked for acceptability in the following areas:

E.3 QUALITY OF CONTENT:

1. The translation should be an accurate rendering of the original.
2. The translation should be expressed in comprehensible, idiomatic American English.
3. The proper terms for the subject matter should be used.

E.4. QUALITY OF PRESENTATION:

1. The format should conform to the specifications defined in Section J.
2. No words, numbers, portions of text, or pages should be missing.
3. The text should be free of typographical errors.
4. The text and graphics should be neat and professional.

E.5. UNACCEPTABLE TRANSLATIONS

Translations with incorrectly translated words or sentences, typographical errors, missing portions, or incorrect format will be returned to the contractor, and the Government will not pay for the translation. Continued evidence that the Contractor is not performing editorial quality control will lead to default.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 COMPUTATION OF DELIVERY DATES

The Contractor shall complete and deliver all work in accordance with the schedule set forth in Section F.2 below, unless alternative delivery procedures (see Section L) are proposed by the Contractor and accepted by the PTO. The first working day following the Contractor's receipt of an order shall be counted as the first of the total number of working days allowed by the schedule in Section F.2 below. The required delivery date for all work shall be the final working day of the total number of working days. Saturdays, Sundays, and official Federal government holidays shall not be counted as working days.

Whenever alternative delivery procedures are used, and if an order is received by the Contractor through the designated carrier more than 24 hours after the date of dispatch, the Contractor shall immediately inform the COTR.

If it appears that the Contractor cannot complete the work by the due date, the Contractor must notify the COTR within two hours of receipt. The COTR shall have the option of withdrawing the order or granting additional time to complete the work (see also F.3.3 and F.5).

When work is being returned, the Contractor shall be held accountable for loss in transit and delay in delivery and the Payment for Late Delivery may be used by the Government.

F.3 DELIVERY SCHEDULES**F.3.1 GROUP ONE LANGUAGES**

The Group One languages include Chinese, Czech, Danish, Dutch, French, German, Italian, Japanese, Norwegian, Polish, Portuguese, Russian, Slovak, Spanish, and Swedish. The delivery schedule for a given document in any of these languages is as follows:

RUSH: One (1) day if sent electronically or via FAX, or two (2) days if sent by other means, plus one (1) day for each 4,000 foreign word batch or fraction thereof.

STANDARD: One (1) day if sent electronically or via FAX, or three (3) days if sent by other means, plus one (1) day for each 2,000 foreign word batch or fraction thereof.

ECONOMY: Two (2) days if sent electronically or via FAX, or 4 days if sent by other means, plus one (1) day for each 1,000 foreign word batch or fraction thereof.

F.3.2 GROUP TWO LANGUAGES

The Group Two languages include all other languages not listed as Group 1 languages. The delivery schedule for a given document in any one of these languages is as follows:

RUSH: One (1) day if sent electronically or via FAX, or two (2) days if sent by other means, plus one (1) day for each 2,000 foreign word batch or fraction thereof.

STANDARD: One (1) day if sent electronically or via FAX, or three (3) days if sent by other means, plus one (1) day for each 1,000 foreign word batch or fraction thereof.

ECONOMY: Two(2)days if sent electronically or via FAX, or four (4) days of sent by other means, plus one (1) day for each 500 foreign word batch or fraction thereof.

F.4 ORDERING PROCEDURES

The translation products required by the PTO will be evidenced by order documentation consisting of an e-mailed or faxed order followed by a written order signed by the COTR.

F.4.1 WORK ORDER/DELIVERY ADVICE SHEET AND THE DELIVERY ORDER

F.4.1.1. Work Order/Delivery Advice Sheet: The Work Order/Delivery Advice Sheet to each separate translation document sent to the Contractor will be e-mailed or faxed to the Contractor at the same time that the document is e-mailed to the Contractor. In the event that alternative document delivery means must be used, the work order/delivery advice sheet will be affixed to said document. On this sheet the COTR will provide the following information: company name and contract

number; Work Order and Delivery Order numbers; the number/identifier, language, and country of origin of the original document to be translated; a delivery schedule; the date sent and the date due; the number of words; the cost per word; the total cost per item; and any special instructions. The date returned will be recorded after the translated document has been received from the Contractor (see Attachment 5, 2). The Contractor is to fill in that portion of the Work Order/Delivery Advice Sheet designated "Contractor Use Only". Space will be provided for the following information: date received, date returned, number of words of original, cost per word, total cost, translator's name or number, and remarks. The word count and cost figures must be supplied by the Contractor if they differ from those of the PTO or if a change in word count has been authorized by the PTO because of missing pages.

F.4.1.2. Delivery Order: Each batch of one to twenty-five documents sent by the Contracting Officer to the Contractor is to be accompanied by a Delivery Order that lists the individual documents in the batch by PTO number, document number, language, country, number of words, cost per word, and total cost. The total cost for each Delivery Order is also listed (see Attachment 5, 3). A Delivery Order may be issued at the sole option of the Contracting Officer during the period set forth herein.

F.4.2. Task Orders: The PTO reserves the right to issue task orders which may differ somewhat from "regular" orders. For example, a number (up to 50) of short items (e.g., partial translations and abstracts) to be translated may be "batched" and considered as one document. Each batch will include documents of one and the same language. In this case only a single Work Order/Delivery Advice Sheet will be issued for the entire batch; each individual document in the batch will not be listed separately on the Work Order or the Delivery Order.

F.4.3 DELAY NOTIFICATION: If, upon receipt of an Order, the Contractor has any reason to believe that he/she may not be able to furnish the products of the type required within the delivery time specified in the Work Order, he/she shall immediately notify the COTR of his/her reasons and propose an alternate delivery date. The Contractor is obligated to continue performance according to the contractual requirement while the proposal for a revised delivery date is being considered. The Contractor will be informed by telephone, e-mail or FAX within 24 hours of the COTR's decision. The COTR may grant additional time or may withdraw the order and have the Contractor return the document to the Translations Branch.

Note: If additional time is granted, payment will be made according to the actual delivery category. See F.6 Payment for Late Delivery.

F.5 DELIVERY OF DISK COPIES

If requested by the USPTO, disk copies of translations are to be delivered at the Translations Branch of the U.S. Patent and Trademark Office, within 3 working days after the due date of the order. The delivery order numbers for the documents returned are to be noted on the disks.

F.6 PAYMENT FOR LATE DELIVERY

a. In cases in which the Contractor does not comply with "RUSH", "STANDARD", or "ECONOMY" delivery service in accordance with the methods and Delivery schedules in Section F.3, the Government may choose to reject the late translations and not pay for them, and in the case of repeated noncompliance with the delivery schedule, may hold the contractor in default of the contract.

b. If the Government chooses to accept a late translation, the Government will, in reimbursing the Contractor, reduce the rate of payment for the language involved to reflect the rate for the actual delivery time as computed in accordance with the delivery schedules in Section F.3.

c. In the event that the Contractor has failed to return a translation within the time specified under "ECONOMY" and the Government nevertheless chooses to accept the late delivery, the Government will, in reimbursing the Contractor, reduce payment by ten percent (10%) below the rate for "ECONOMY" when the translation is up to 5 working days late and by fifteen percent (15%) when it is more than 5 working days late.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE(COTR)(MAR 2000)

a. (To be designated at time of award) is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract.

The COTR is located at:

Phone Number: _____

b. The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.3 INVOICES**G.3.1 INVOICE FORM:** The invoice must contain the following:

A cover sheet containing the following information on the top half of the sheet (the bottom half is to be left blank for PTO use):

Name and address of the Contractor,
Contract number,
Invoice date,
Invoice number,
Total cost of all Work Orders invoiced.

Subsequent sheets shall list the following:

Work Order (PTO) number of each item invoiced,
Cost of each item.

All pages of the invoice must be on 8 1/2 x 11 1/2" paper. Each page of the invoice shall be numbered in the following manner: 1 of 1, 1 of 2, etc.

G.3.2 INVOICING PROCEDURE: The Contractor shall submit an invoice to PTO

not less often than once a month.

Orders placed by the Translations Branch in different fiscal years shall be billed on separate invoices.

Should an invoice contain errors (typographical or other), it shall be returned to the Contractor to be corrected and resubmitted. The Contractor is advised that this may cause a delay in payment, since the receipt date in the PTO shall be that of the corrected invoice.

The original invoice and one copy shall be submitted to the following address:

Box 17
Patent and Trademark Office
Office of Finance RM 802B
Washington, D.C. 20231

An informational copy of the invoice shall be submitted as part of the normal work delivery to:

Chief,
Translations Branch
Scientific and Technical Information Center
U.S. Patent and Trademark Office
Crystal Plaza 3-4, Rm. 2C15
2021 South Clark Place
Arlington, VA 22202

G.3.3 INVOICE PROCESSING: The items charged in the invoice will be verified and the charges for any late items accepted by the PTO will be adjusted according to the guidelines provided in Section F. When processing is complete, the Contractor will receive an Invoice Verification Report showing the original cost estimated per item, the Contractor's invoice cost, and the final cost (adjusted if necessary). After receipt and acceptance by the COTR, the Government will make payment according to the Prompt Payment Act for each invoice submitted.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 1352.208-70 PRINTING (MAR 2000)**

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 and 3 / 4 inches by 14 and 1/4 inches, will not be deemed printing.

H.2 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAR 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor make will a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract of consultant agreement hereunder.

H.3 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor agrees not to participate in Bounty Quest activities. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in subsection (a) to any person or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

H.4 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

H.5 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

H.6 1352.237-73 KEY PERSONNEL (MAR 2000)

a. The Contractor shall assign to this contract the following Key Personnel:

Translators

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

H.7 1352.252-70 REGULATORY NOTICE (MAR 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

H.8 FEDERAL HOLIDAYS AND UNSCHEDULED GOVERNMENT CLOSINGS

- (a) The following is a list of Federal holidays. The Contractor shall normally not be required to work on holidays, nor on holidays observed in lieu thereof, except as otherwise specified.

New Year's Day, January 1
Martin Luther King's Birthday, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veteran's Day, November 11
Thanksgiving Day, the third Thursday in November
Christmas Day, December 25
Inauguration Day (Presidential inaugurations normally occur once every four years)

- (b) The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential Proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather condition. The COTR will notify the contractor when early release of Federal employees has been authorized.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.233-1	DISPUTES	DEC 1998
	Alternate I (DEC 1991)	
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE	AUG 1987
	Alternate I (APR 1984)	
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the

I.2 (Continued)

Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--
 - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--
 - (A) Exchanging the information covered by such subsections for anything of value; or
 - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;

I.3 (Continued)

- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to

I.3 (Continued)

expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making

I.3 (Continued)

of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

- (3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison

I.3 (Continued)

activities are permitted where they are prior to formal solicitation of any covered Federal action--

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation,

I.3 (Continued)

submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and

I.3 (Continued)

any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information

I.3 (Continued)

reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
 - (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

I.3 (Continued)

- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from The effective date of the contract through August 31, 2006.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount equal to 10% of the estimated total word count, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of 10% of the estimated total word count;
 - (2) Any order for a combination of items in excess of 120% of the estimated total word counted; or
 - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

I.5 (Continued)

- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be

I.6 (Continued)

specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

I.8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.9 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by . If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

I.9 (Continued)

- (d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
- (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

I.9 (Continued)

- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

I.9 (Continued)

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT 1 - PHYSICAL FORMAT FOR TRANSLATION DOCUMENTS

ATTACHMENT 2 - TRANSLATION COPIES ON MAGNETIC MEDIA

ATTACHMENT 3 - ALTERNATE METHODS FOR FOREIGN WORD COMPUTATION

ATTACHMENT 4 - STANDARD CODES AND FORMATS

ATTACHMENT 5 - EXHIBITS AND DOCUMENTS

ATTACHMENT 6 - SAMPLE PATENT DOCUMENT FIRST PAGES

- Germany (DE): A, C, U
- European Patent Office (EP): A, B
- France (FR): A
- Japan (JP): A, B, U, Y
- World Intellectual Property Organization (WO): A

ATTACHMENT 7 - SAMPLE OF DOCUMENTS TO BE TRANSLATED

- Japanese (2 each)
- German (2 each)
- French (2 each)

ATTACHMENT 1 - PHYSICAL FORMAT FOR TRANSLATION DOCUMENTS

The standard formats for translation documents set out below may be subject to modification or adjustment at the discretion of the COTR. The PTO reserves the right to modify the format of any or all of the elements cited, as required for special circumstances.

The PTO also reserves the right to require submission of electronic translation copies formatted using such tools as WordPerfect Styles that are readily transferable to Standard Generalized Markup Language and data storage products.

1. SPECIFICATIONS

a. Paper (if applicable). Paper quality for original copy shall meet or surpass regular plain paper used in xerographic equipment (No. 4 copy paper, wt. 20 lb.). A bond type paper is preferred (wt. 20 lb.), color: white.

b. Page Dimensions. Outside dimension: 8 1/2 x 11 inches. Typing area: 7 inches in width and 9 inches in length, equally spaced from the edges of the sheet.

c. Typography. Type size: 10 cpi. Underlining is permitted for italicized words. Greek letters and mathematical symbols will be inserted by mechanical means.

d. Spacing. Jobs containing up to 50 pages of foreign text will be double spaced and jobs containing 51 pages or more of foreign text will be single-spaced with double spaces between paragraphs.

e. Indentation. Indent each paragraph five (5) spaces; indent subparagraphs five (5) more spaces, etc.

f. Transliteration of non-Roman languages. The schemes most recently defined by the Government's Board of Geographic Names will be used for all transliteration.

2. SEQUENCE OF ELEMENTS

a. The following is the sequence of translation elements for patent literature:

- Cover page (unnumbered)
- Title page (numbered page 1)
- Main body of text
- Drawings (if any)

b. The following is the sequence of translation elements, when present, for non-patent literature:

- Cover page (unnumbered)
- Title page (numbered page 1)
- Preface/Forward
- Table of Contents
- List of symbols/notations/abbreviations
- Main body of text
- Cited Literature (References)
- Appendix
- Index (English alphabetized)

Attachment 1 (Continued)

c. The PTO reserves the right to define special element sequences for document types not covered in a. and b.

d. In a., b., and c. above, all pages will be numbered, except the cover page, using Arabic numerals. The page numbers are to be centered at the bottom of the page not lower than 3/4 inch from the bottom edge.

3. INDIVIDUAL ELEMENTS

Under normal circumstances, the elements listed above will have the following format:

3.1. Cover Page. A cover page will be prepared for each technical translation. It will contain the following elements:

- PTO Number: in the upper left corner of the image area about 3/4 inch from the top of the page, containing the letter designation "PTO" and completed with the Work Order number assigned in the PTO, e.g., PTO 90-1357.

- Document identification:

o Patent Literature (Attachment 5,4). The country, document publication date, and kind of patent document is to be placed in the upper right corner of the page about 3/4 inch from the top, with the following format: CY=AA DATE=YYYYMMDD KIND=AN. The document number is to be placed immediately below this line: PN=XXXXXXXX. In the document identification data, no commas, hyphens, or spaces are used, and Japanese document numbers have 2 digits for the year and six digits for the number (e.g., 6-12543 is 06012543).

NOTE: Whenever possible, the document kind is to be designated with the one- or two-digit code assigned to the document at the top of the first page of the patent publication, under the INID code (12), usually with A, B, C, or U as the first character. For standard codes, see Attachment 4, 2. Older documents do not have these codes and should be designated with the type as indicated on the document (e.g., application, patent). In such cases the following German and Japanese words designating kind should not be translated:

Offenlegungsschrift: Abbreviate to OLS

Auslegeschrift: Abbreviate to ALS

Gebrauchsmuster: Abbreviate to GEB

Kokai: Use the Japanese word

Kokoku: Use the Japanese word

The COTR may designate other specific terms or abbreviations to be used.

- o Non-Patent Literature (Attachment 5, 5). The foreign language followed by the word "article" or other appropriate description of the document is to be placed in the upper right corner of the page about one inch from the top. The author's last name or other identifier is to be placed on the line immediately below this line.

- Title: The title is to be centered about 4 inches from the top and is all in capitals. The original foreign language title (transliterated when necessary) is to be placed immediately below the English title and enclosed in brackets.

- Authors or inventors: Centered two lines below the title; if there is more than one inventor or author, give only the name of the first author or inventor followed by the Latin "et al." All professional and other titles such as Dr., Prof., Eng., Mr., Mrs., etc., are to be omitted. (If the inventor is not named, the name of the applicant shall be used.) If an author's name is missing, use some other appropriate identifier such as the journal title or significant words in the article title. The COTR may designate a specific identifier.

- Copyright Statement: This statement will be supplied on all translations of articles. The COTR, in the order, may require its use on other translations as well. The statement will be placed in capital letters two inches below the author's name (see Attachment 5, 5). It is to read: "NOTICE: COPYRIGHT RESTRICTIONS MAY APPLY".

- Attribution: The words UNITED STATES PATENT AND TRADEMARK OFFICE will appear in capital letters about 8 inches from the top.

- Location: The location Washington, D.C. and the date (month and year the translation was completed) will appear directly under the attribution.

- Translator name: The name of the translator and/or contractor preceded by "Translated by: " will appear toward the bottom of the page.

3.2. Title Page. The title page follows the cover page and is numbered 1.

- Patent Literature. The title page of patents and published patent applications shall be translated in full, except as noted below. The bibliographic items should be included as defined and illustrated in Attachment 4, 3 (Standard Codes and Formats). The following items, when they appear, need not be translated, and they will not be included in the word count:

- o Titles, such as Prof., Dr., Eng., Mr., Mrs.,
- o Addresses,
- o Names of attorneys or representatives,
- o Laws under which the patent has been granted,
- o Printer's notations,
- o Abstracts, unless specific instructions to the contrary are given.

Attachment 1 (Continued)

- Non-Patent Literature. When available, the following information will be supplied for non-patent literature in the sequence shown:

- o Translated title (entirely in capital letters)
- o Foreign language title
- o Author(s)
- o Author affiliation
- o Source:
 - Name of book, journal, etc.
 - Publisher
 - Vol. No.
 - Issue No.
 - Year
 - Pages

3.3. Preface/Forward. When present, the preface or forward is presented after the title page.

3.4. Table of Contents. When present, citations in the Table of Contents should reflect the same style and wording as used in the pages cited. Titles of individual contributions will precede the author names.

3.5. List of Symbols/Notations/Abbreviations. When available, the list of symbols, notations, or abbreviations should appear after the Table of Contents. Each abbreviation used in the text (except for internationally recognized abbreviations) should be identified and completely expanded. They should be capitalized and run together without regard for the number of letters involved (with the exception of U.S. and U.N., the abbreviations for the United States and the United Nations, respectively). Symbols and notations should be clearly defined.

3.6. Main Body of Text

o Source Pagination. The foreign page number is placed in the right margin of the translation at the end of the first line of translation of the source page text. It is set off thus: /18.

o Graphics on Electronic or Paper Copies. Graphics include half-tones, line drawings, schematics, figures, tables, illustrations, equations, and charts. The graphics shall be run-in throughout the text and are placed as near as possible to the point where they are referenced.

Whenever possible, reproductions of graphics should be made in a 1:1 ratio. In some instances, it may be necessary to enlarge the graphics to bring out detail. In cases of unusual material such as oversized pages, e.g., in foldouts or gatefolds, the COTR will provide the Contractor with guidance as to procedures that will be acceptable.

o Titles. Titles of tables are centered in all capital letters above the tables. The word "TABLE" and its Arabic numeral will precede the title. If the table extends beyond one page, the page number and column headings are repeated on the top of each succeeding page of the table.

o Equations. Equations are centered and placed in correct order. Foreign language abbreviations occurring in equations will be replaced by suitable English abbreviations. Equation numbers are flush right enclosed with parentheses.

o Footnotes. Footnotes will be designated in the text by superscript Arabic numerals. References are not footnoted but included at the back. A full line will be drawn to separate footnotes from the text. Footnotes will be numbered consecutively beginning with "1" for each section containing footnotes.

o Commas. Commas used in the foreign text to indicate decimal points will be changed to periods, to follow American usage.

o Reference Numbers. Reference numbers in the text will be bracketed.

o Errata. If an errata sheet is included in the foreign language document, the corrections are to be incorporated into the text of the translation.

3.7. Cited Literature (References). The words "CITED LITERATURE" in capital letters will appear centered on a new page following the main body of the text. References are consecutively numbered and single spaced. Within a reference, the first line is not indented, but the second and subsequent lines are indented three spaces from the left margin. Standards used by the American Chemical Society will be used to enter journal titles (see Chemical Abstracts, List of Periodicals, most recent edition, published by the American Chemical Society, Washington, D.C., and yearly supplements to this list). Journal titles are not to be translated. Book titles (including reports, theses, proceedings, collections, etc.) are given in the foreign or transliterated form. When references are in the language of the document being translated, they will be translated as well. Within the text, references are denoted in brackets. If references are unnumbered in the source document, the authors' names will be listed in English alphabetical order.

3.8. Appendix. An appendix, if present, starts on a new page with the word "APPENDIX" centered at the top. It is consecutively numbered with the preceding pages of the main body of the text.

3.9 Index. An index, when present, will start on a new page with the appropriate title, that is, "SUBJECT INDEX," "NAMES," or "INDEX" centered at the top. Transliterated entries will be put into English alphabetical order.

ATTACHMENT 2 - TRANSLATION COPIES ON MAGNETIC MEDIA1. GENERAL

If requested, one copy of each finished translation will be supplied to the Translations Branch on standard 3 1/2-inch disks usable on IBM-compatible PC's with a Windows operating system. The text files are to be submitted as an MSWord file or other file format agreed upon with the USPTO..

2. INTERNAL FORM AND FORMATTING

The texts sent electronically, and/or stored on disk shall match exactly the paper copies supplied to the PTO, with the same format as described in Attachment 1 above. Captions and labels for drawings and/or illustrations that are reproduced on magnetic media are to be translated and included at the point where they occur in the original text.

2.1. EXTERNAL FORM. The files will be prepared as an MSWord file or other file format agreed upon with the USPTO.

2.2. FILE NAMES. The file naming convention for patents is as follows:

Foreign patent number + period + country code (+ S if it is a partial translation)

Foreign patent number: The number should include no commas or punctuation of any kind. In the case of Japanese, Korean, and World Patent Organization patents, where the first two digits of the number are the publication year, usually followed by a hyphen, the hyphen is to be omitted. For Japanese, leading zeros are to be placed before one-digit publication years and the actual document number is to be zero-filled to six digits, for example, 6-123 becomes 06000123.JP. Likewise, the actual document number for WIPO documents is zero filled to five digits.

The standard WIPO country codes listed in Attachment 4, 1 are to be used.

S Designator: "S" is added to the file extension when the document was only partially translated.

Examples:

West German patent no. 2,236,782 = 2236782.DE

Japanese patent no. 67-245453 = 67245453.JA

Partial WIPO patent no. 87-027 = 8700027.WOS

The file naming convention for articles is as follows:

First eight letters of author's name + period +
first three letters of language

Example:

Article in French by Marchand = MARCHAND.FRE

The file naming convention for letters is as follows:

LE + Fiscal year + PTO Number + period + first
three letters of the language

Example:

Letter in German from FY89 with PTO number 2345
= LE892345.GER

Any other naming conventions will be arranged by the PTO with the contractor, as needed.

3. DISKS

If requested by the USPTO disks will preferably hold multiple files from a single shipment or delivery order. Each disk shall have an external label listing the names of the files contained on that disk and the Delivery Order to which they belong.

The PTO reserves the right to request that the Contractor supply copies in magnetic form immediately upon completion of a specified document or documents, or to request additional electronic copies at any time during the life of the contract.

ATTACHMENT 3 - ALTERNATE METHODS FOR FOREIGN WORD COMPUTATION**1. STROKE COUNTING METHOD**

Step 1. Select a full page of text in the document to be translated. Select three (3) or more lines of text on that page and count the number of letters, numerals, punctuation marks, and spaces between words.

Step 2. Divide the number of strokes obtained by the number of lines counted. This provides the average number of strokes per line.

Step 3. Count the number of lines of text on the page, making allowances for partial lines, paragraph indentation, etc. Multiply the number of strokes per line by the number of lines counted to obtain the number of strokes on the page. Do this for each page in the document to obtain the total number of strokes in the document.

Step 4. Using the space count factor for the appropriate language in the Foreign Language Space Count Factor Chart (below), divide the result obtained from Steps 1-3 above by that factor to obtain the number of foreign words in the document.

FOREIGN LANGUAGE SPACE COUNT FACTOR CHART

Lang.	Factor	Lang.	Factor	Lang.	Factor	Lang.	Factor
Arabic	7	English	6	Japanese	2	Serbian	6.5
Bulgarian	7	Finnish	8	Korean	2.5	Slovak	6.5
Chinese	2	French	6	Norwegian	6	Spanish	6
Croatian	7	German	7.5	Polish	7.5	Swedish	7
Czech	7	Greek	7	Portuguese	6.5	Turkish	8
Danish	6	Hungarian	7.5	Romanian	7	Ukrainian	7.5
Dutch	7	Italian	6	Russian	7.5		

NOTE: The computation of foreign words for Chinese, Japanese, and Korean is the same as described above except that characters are counted instead of letters.

2. WORD COUNTING METHOD

In the word counting method, each foreign word and group of three or more numbers or symbols that are not reproduced for insertion into the translated copy are counted as a foreign word. Additionally, each English word in the foreign text crossed out by the COTR will not be translated or counted in the foreign word computation. Foreign language words other than those of the specified language will count as a word of the specific language.

ATTACHMENT 4 - STANDARD CODES AND FORMATS

1. STANDARD COUNTRY CODES
2. STANDARD KIND CODES
3. STANDARD TITLE PAGE FORMAT (PATENT DOCUMENT)
SAMPLE

ATTACHMENT 5 - EXHIBITS AND DOCUMENTS

1. FACSIMILE TRANSMISSION SHEET
2. SAMPLE WORK ORDER/DELIVERY ADVICE SHEET
3. SAMPLE DELIVERY ORDER
4. SAMPLE COVER PAGE (PATENT DOCUMENT)
5. SAMPLE COVER PAGE (NON-PATENT DOCUMENT)

ATTACHMENT 6 - EXHIBITS AND DOCUMENTS

SAMPLE PATENT DOCUMENT FIRST PAGES

- GERMANY (DE): A, C, U
- EUROPEAN PATENT OFFICE (EP): A, B
- FRANCE (FR): A
- JAPAN (JP): A, B, U, Y
- WORLD INTELLECTUAL PROPERTY ORGANISATION (WO): A

ATTACHMENT 7 - SAMPLE OF DOCUMENTS TO BE TRANSLATED

Sample of documents to be translated and submitted with proposal.

- Japanese (2 each)
- German (2 each)
- French (2 each)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

See <http://uspto.gov/web/offices/ac/comp/proc/currproj.htm>, Office of Procurement.

Offerors' Representations and Certifications - Offerors' Representations and Certifications are to be fully executed, including the tax and DUNS . Offerors are responsible for obtaining the Section K, Representations, Certifications, and Other Statement of Offerors from the USPTO web site listed above in this RFP.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FEB 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

L.2 (Continued)

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

L.2 (Continued)

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

L.2 (Continued)

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

L.2 (Continued)

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

L.2 (Continued)

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a multiple-awards, fixed-price requirements type contract resulting from this solicitation.

L.4 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.5 1352.252-71 REGULATORY NOTICE (MAR 2000)

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.6 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS**(a) General Instructions:**

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information and can be evaluated equitably.

(1) Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.

(2) Proposal Arrangement. Each proposal shall consist of two physically separate volumes individually titled and numbered on the exterior of the top cover with: Volume No., Volume Title, and Copy No. Provide one original and four (4) copies of each volume. The offer submittal shall consist of two packages, one package containing five of the Volumes I and the other containing five of the Volumes II. Each package shall be labeled with the name and business address of the firm, solicitation number, and whether the contents are Volumes I or Volumes II. Offerors are responsible for submitting offers so as to reach the U.S. Patent and Trademark Office, Office of Procurement on time. The date and time for receipt of the proposal are stated below:

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE CONSIDERED "LATE" AND DEALT WITH IN ACCORDANCE WITH THE LATE PROPOSALS AND MODIFICATION PROVISION. PROPOSALS SHALL BE CLEARLY MARKED, "TO BE OPENED BY ADDRESSEE ONLY."

CLOSING DATE AND TIME: JUNE 20, 2001, 3:00 PM (EST)

(b) Overall Arrangement Of Proposal:

(1) VOLUME I - OFFER, PRICING AND RELATED DOCUMENTS. Volume I consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments; identification of technical data to be withheld; and any other administrative information.

Format and Content. Volume I, Offer, Pricing, and Related Documents, shall include the following documents (in the order listed):

(1) Proposal Form:

(i) Use of the Form - The Proposal Form Standard (Form 33 or 1449), is to be executed fully and used as the cover sheet(or first page) of Volume I.

(ii) Acceptance Period - The acceptance period entered on the Proposal Form by the offeror shall not be less than that prescribed in the solicitation which shall apply if no other period is offered.

(iii) Signature Authority - The person signing the Proposal Form must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the Solicitation, to make an award without further discussion if it so elects.

(iv) Section K - Offeror Representations and Certifications - Offerors' Representations and Certifications are to be fully executed, including the tax and DUNS numbers in Volume I.

(v) The cost and pricing sheets from Section B of the RFP shall be completed in their entirety. The Offeror must submit prices that include all costs for the production and delivery of complete translations. Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are

L.6 (Continued)

based on a published price list, or catalog, the offeror shall so state in their price proposal and identify where the list can be found. If the prices are to be based on established market prices, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.

The Government expects that this contract will be awarded based upon adequate price competition. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of costs or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(2) VOLUME II - TECHNICAL PROPOSAL**(A) General**

- (1) Volume II - Technical Proposal consists of the offeror's outline addressing the technical and management aspects of the acquisition. It should indicate your company's capabilities and the means to be used to satisfy the requirements of the Statement of Work. It will be evaluated in accordance with the criteria contained in Section M and it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the Statement of Work.
- (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual price information is to be included.
- (3) A proposal which merely offers to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. Offerors shall include the following information in the order shown. See Section M of this RFP for the relative importance of each evaluation factor.

These major headings may be subdivided or supplemented by the offeror as appropriate.

- (1) Technical Summary. This short section shall contain the proposed general approaches toward performing the Statement of Work and an outline of any difficulties or problems anticipated.
- (2) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should clearly address each of the Technical Proposal evaluation criteria in Section M, and at a minimum cover the subordinate factors or subcriteria listed thereunder, if any. It should be presented in as much detail as practical and include principles and

L.6 (Continued)

techniques which may be applied in performing the work, and an explanation of the various methods considered and substantiation of those selected.

(3) Summary of Exceptions and Deviations. This section shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the technical requirements of the solicitation.

(B) Specific areas to be addressed:

TECHNICAL FACTORS

Qualification of the contractor agency and staff to produce high quality technical and scientific translations and ability to meet the delivery schedules as set forth in the SOW.

FACTORS:

- (1) Past Performance - Performance by the offeror and its subcontractor(s) as it relates to all solicitation requirements, including the quality of services and products, effectiveness of cost management/control, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management. The technical proposal must include specific contract references and clearly address recent related experience (both Government and non-Government), contracts, subcontracts, and grants. A minimum of three(3) references within the past three (3) years shall be provided. The offeror should include the name of the customer, including contracting agency, address, and phone number; contract number, type of contract, and dollar value; date of contract, period of performance, and place of performance; and a brief description of contract work scope and responsibilities. Evaluation of an offeror's past performance may not be limited to the information provided by the offeror in response to this factor. The Government may obtain additional information on past performance from other governmental and nongovernmental sources. An offeror shall be given the opportunity of responding to information so obtained which adversely affects the technical rating on this factor, if the proposal as a whole is acceptable. This opportunity to respond shall be considered a "clarification" only and will not be considered as "negotiation" or "discussion" within the meaning of FAR Part 15.
- (2) Translator experience (education in languages and subjects, quality and length of translation work). Key Personnel. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included.

L.6 (Continued)

- (3) Verifiable quality control plan, procedures and staff (reviewing, editing, and proofing). Well-developed control/flow plan for meeting delivery schedules.
- (4) Sample translations produced under normal working conditions by regular staff (sample work product).
- (5) Coverage of required languages: number of translators available for all languages (or languages agreed to), particularly Japanese; including the presence and number of on-site translators.
- (6) Administrative support and system (correct invoicing, reporting, keying). Equipment and facilities, and services offered, availability of advanced communications equipment (faxes, modems, etc.). The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished. The technical proposal must also provide the general background, experience, and qualifications of the organization. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

L.7 1352.215-73 INQUIRIES (MAR 2000)

Offerors must submit all questions concerning this solicitation in writing to the Contracting Officer. They must be received no later than **May 30, 2001**. All responses to the questions will be made in writing and posted on the USPTO web site at <http://www.uspto.gov/web/offices/ac/comp/proc/currproject.htm>.

L.8 1352.233-71 SERVICE OF PROTESTS (MAR 2000)

An agency protest may be filed with either (1) the Contracting Officer, or (2) at a level above the Contracting Officer, with the agency Protest Decision Authority. See 64 Fed. Reg. 16,651 (April 6, 1999) (Internet site: <http://oamweb.osec.doc.gov/conops/reflib/alp1296.htm>) for the procedures for filing agency protests at the level above the Contracting Officer (with the Protest Decision Authority).

Agency protests filed with the Contracting Officer shall be sent to the following address:

Dora Sanders
US Patent and Trademark Office
2011 Crystal Drive, Crystal Park 1
Suite 810, Arlington, VA 22202

Agency protest filed with the agency Protest Decision Authority shall be sent to the following address:

Clarence C. Crawford
Chief Financial Officer and Chief Administrative Officer
2121 Crystal Drive, Suite 917
Crystal Park Two
Washington, DC 20231
Fax Number: (703) 305-0995

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest."

If a protest is filed with either the Protest Decision Authority, or with the General Accounting Office (GAO), a complete copy of the protest (including all attachments) shall be served upon both the Contracting Officer and Contract Law Division of the Office of the General Counsel within one day of filing with the Protest Decision Authority or with GAO. Service upon the Contract Law Division shall be made, as follows:

U.S. Patent and Trademark Office
Office of the General Counsel
Crystal Park 1
Suite 905
2121 Crystal Drive
Arlington, VA 22202
Attn: Lisa J. Obayashi, Esquire
FAX: (703) 305-5907

L.9 NEWS RELEASES

Offeror will make no news releases pertaining to this solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.10 INCURRING COSTS

The Government shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to this solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds in connection with this procurement.

L.11 AMENDMENT TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changes pages.

L.12 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 100%
- (b) Type of set-aside: Total, Small Business

L.13 QUALITY STANDARDS

The translations shall accurately reflect the contents of the foreign language original, with no distortions or omissions. The technical vocabulary used in the translation shall be appropriate within the parameters of usage for the given field and shall be consistent within the given document. The English of the translation shall be syntactically, correct, idiomatic, and comprehensible to the user-specialist.

L.14 HISTORICAL INFORMATION

The U.S. Patent and Trademark Office has historically awarded multiple contracts for this requirement. The most recent contract resulted in four awards.

L.15 DATE, TIME AND LOCATION FOR SUBMISSION OF PROPOSALS

Offeror are responsible for submitting offers so as to reach the US Patent and Trademark Office, Office of Procurement not later than 3:00 p.m. local time, June 20, 2001. Proposals received after the date and time specified will be considered LATE and dealt with in accordance with the Late Proposals and Modification provision of FAR 52.215-1. Proposal shall be clearly marked, "TO BE OPENED BY ADDRESSEE ONLY."

Mailing Address (If using U.S. Postal Service only):	Hand-Carry Address:
U.S. Department of Commerce	U.S. Patent and Trademark Office
U.S. Patent and Trademark Office	Office of Procurement
Office of Procurement	Crystal Park 1, Suite 810
Box 6	2011 Crystal Drive
Washington, D.C. 20231	Arlington, Virginia 22202
Attn: Dora Sanders	Attn: Dora Sanders
	(703) 305-8014

(Electronic or Fax copies are not authorized)

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

In general, careful, full, and impartial consideration will be given to all offers received in response to this solicitation and the evaluation will be applied in a consistent manner. Factors against which offers will be evaluated are set forth below and parallel the instructions provided for in Section L of the solicitation. Contract award will be made in compliance with the following areas of consideration. The evaluation factors below are listed in descending order of importance.

Technical factors are worth approximately twice as much as cost/price factors.

Factor (1), (2), (3), and (4) are of equal importance. Factors (5) and (6) are worth approximately 1 / 2 the value of Factors (1), (2), (3), and (4).

TECHNICAL FACTORS

Qualification of the contractor agency and staff to produce high quality technical and scientific translations and ability to meet the delivery schedules as set forth in the SOW.

M.2 (Continued)

FACTORS:

- (1) Past Performance - Performance by the offeror and its subcontractor(s) as it relates to all solicitation requirements, including the quality of services and products, effectiveness of cost management/control, timeliness of performance, and customer satisfaction; and indication of ability to improve performance through proactive management.

(Note: Evaluation of this factor will be based on the information contained in the technical proposal and information provided by references. The Government will evaluate past performance by contacting the references selected at random or a specific reference identified by the offeror. The Government may also consider other information available.)

- (2) Translator experience will be evaluated (i.e., education in languages and subjects, quality and experience/length of translation work). The qualifications of key personnel. The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project.

- (3) Verifiable quality control plan, procedures and staff (reviewing, editing and proofing). Well developed control/flow plan for meeting delivery schedules.

- (4) Quality of Sample translations produced under normal working conditions by regular staff (sample work product).

- (5) Coverage of required language: number of translators available for all languages (or languages agreed to), particularly Japanese; including the presence and number of on-site translators.

(6) Administrative support and system (correct invoicing, reporting, keying) ability, capability and quality being proposed. Equipment and facilities, and services offered, availability of advanced communications equipment (faxes, modems, etc.). The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and subcontractor efforts will be accomplished. The technical proposal must contain a discussion of present or proposed facilities and equipment which will be used in the performance of the contract.

PRICE FACTOR

The Government will evaluate all CLINs for the base year and each option year of each Offerors' proposed prices. A factored price will be computed to determine the price most advantageous to the Government. A weight of 50% for ECONOMY, 30% for STANDARD and 20% for RUSH will be applied to the Offerors' proposed fixed prices (for evaluation purposes).

M.3 BASIS FOR AWARD

The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors in the solicitation. The Government may reject any or all proposals if such action is in the Government's interest. The Government may waive informalities and minor irregularities in proposals received. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

